

OFFICIAL RULES

A NEW ERA OF THE OLD FASHIONED COCKTAIL CONTEST *PRESENTED BY ELIJAH CRAIG BOURBON*

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. NO PURCHASE OR CONSUMPTION OF ALCOHOL IS REQUIRED TO PARTICIPATE OR WIN.

These are the official rules (“Official Rules”) of the “A New Era of the Old-Fashioned” Cocktail Contest presented by Elijah Craig Bourbon (the “Contest”) and sponsored by Heaven Hill Sales Co. (“Sponsor”). This Contest is open to distilled spirits industry experts and members of the general public, subject to the requirements and restrictions of these Official Rules and applicable law.

By registering for or entering the Contest, you acknowledge and agree that Sponsor(s), their affiliates, agents and assignees have full permission and authority to use, publish and display perpetually and throughout the world: your name, voice, photograph or other likeness, and biographic information, as well as your cocktail name, cocktail recipe, and/or photographs or other imagery or depiction of your cocktail for advertising, marketing, publicity or any other commercial or noncommercial purpose(s) whatsoever, including but not limited to press, social media, digital media and/or activation, and any other promotional activation for Elijah Craig Bourbon or other Sponsor products, without any obligation of payment to you.

CONTEST ELIGIBILITY

- Contestants must be a lawful permanent resident or citizen of the United States, including the District of Columbia.
- Contestants must be at least twenty-one (21) years of age or older at the time of entry.
- Employees, owners, officers, members, or directors of, or any immediate family member (e.g., spouses, parents, siblings, children and each of their respective spouses) or person living in the households of: (a) a Sponsor or parent, subsidiary, or affiliated company of a Sponsor; (b) any state or federal alcohol agency, board, or commission, (c) Southern Smoke Foundation; (d) Punch media; or (e) any licensed beverage alcohol retailer, distributor, wholesaler, or supplier, or a parent, subsidiary, affiliate, agent, or advertising or promotional agency of such a retailer, distributor, wholesaler, or supplier are not eligible to enter.
- The Contest is: (a) governed by these Official Rules; (b) void for residents of Hawaii, Maryland, Mississippi, Oregon, Utah, Washington, Puerto Rico, and all other U.S. territories, possessions, and commonwealths; (c) void where prohibited or restricted by law, regulation, rule, or other applicable directive; and (d) subject to all applicable federal, state and local laws and regulations. In the event that the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, or to disqualify contestants residing in the impacted jurisdiction or geographic area. In such

event, Sponsor shall have no liability to any contestants who are disqualified due to such an action.

- The Contest, and any websites, social media pages, and advertisements related thereto, are intended for viewing only in the United States.
- By entering the Contest, you agree that you have read and consent to be bound by these Official Rules and Sponsor's privacy policies available at <https://oldfashionedweek.com/cocktail-contest> ("Contest Website")
- Eligibility is conditioned on the acceptance of these Official Rules and the Sponsor's privacy policies at the time of submission .

CONTEST PERIOD:

The period for the Contest begins on **Tuesday, August 15, 2023 at 12:00:00 AM** Eastern Standard Time ("EST") and ends on **Tuesday, October 31, 2023 at 11:59:59 PM** EST (the "Contest Period") and is designed to give eligible contestants the opportunity to win a Prize (as defined below) in accordance with these Official Rules. For purposes of these Official Rules, all times are given in EST. The Contest Website is the official timekeeping device for this Contest. All submissions must be submitted to Sponsor during this Contest Period in order to be included for consideration and judging.

HOW TO ENTER:

There is one (1) way to enter:

Visit <https://oldfashionedweek.com/cocktail-contest> and complete the submission form which requires Contestants to :

1. Complete the online registration page;
2. Submit an original recipe for an Old-Fashioned cocktail using Elijah Craig Small Batch Bourbon or Elijah Craig Straight Rye Whiskey and following the Submission Requirements (defined below); and
3. Submit a color image of the entrant's Old-Fashioned cocktail created from the foregoing recipe.
4. Submit an explanation of the inspiration or your thought process behind the cocktail

Each submission must align with these official rules and follow the Submission Requirements ("Submission Requirements") below to be considered by the judges:

SUBMISSION REQUIREMENTS:

- Each submission must be in English and must not have been previously submitted in any other contest or published in any medium.
- Each submission shall include; (i) a list of ingredients; (ii) preparation notes including glassware, garnish, ice (if applicable), detailed sub-recipes (if applicable), and presentation; (iii)

a name for the original cocktail; (iv) an image of the prepared original cocktail; (v) an explanation of the inspiration or your thought process behind the cocktail; and (vi) all required personal information as requested on the online submission form.

- Submissions must not allude to the overconsumption or irresponsible consumption of beverage alcohol.
- The submission must include an original, new cocktail recipe that is a rendition of the Old Fashioned Cocktail.
- Cocktail recipes must be an original and include detailed instructions for build, preparation, and mixing. Please specify brand(s) for any ingredients.
- The original recipe must be the product of one's own mind and is not a copy or imitation.
- The Old Fashioned recipes must be submitted in ounces, milliliters, drops and/or dashes (with dashes and drops being the smallest quantities) and contain no more than 2 1/2 ounces (at 40% ABV) total combined alcoholic ingredients, and the total volume of the ingredients shall not exceed six (6) ounces.
- The recipe must contain at least 1 ounce total of Elijah Craig Small Batch Bourbon or Elijah Craig Straight Rye Whiskey.
- Recipes must not exceed five (5) ingredients, including drops and dashes. (This does not include garnishes or homemade ingredients.)
- Any house-made ingredients must include details on how to make said ingredient.
- Submissions may not contain any ingredients which are dangerous, volatile, poisonous, or otherwise unsafe for human consumption.
- Submissions may be shaken, stirred, built, or the like but must be produced in a manner that is consistent with the recognized industry standard of an Old Fashioned recipe
- Any submission that fails to meet the Sponsor's Submission Requirements may be disqualified at any time in Sponsor's sole and absolute discretion.
- The submission must be your own original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity or other personal or proprietary rights of any person or entity.
- Submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, non-family-friendly, and/or submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be disqualified at any time in Sponsor's sole and absolute discretion.

- Submissions that contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way may not be submitted and may be disqualified at any time in Sponsor’s sole and absolute discretion.
- Submissions must not contain any images or personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your submission, you acknowledge and agree that such information will be disclosed publicly, and you are solely responsible for any consequences thereof.
- You may not be, nor may you work with parties in conjunction with your submission who are: (1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor’s ability to display your submission in any media form; (2) under twenty-one (21) years of age; or (3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the submission worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

Sponsor reserves the right in its sole and absolute discretion to disqualify any submission it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decisions of the Sponsor on this and all matters pertaining to the Contest shall be final and binding.

LIMIT OF ONE SUBMISSION PER PERSON, REGARDLESS OF METHOD OF SUBMISSION DURING THE CONTEST PERIOD. DUPLICATE SUBMISSIONS FOR A SINGLE INDIVIDUAL WILL BE DISQUALIFIED.

JUDGING

Upon submission, valid Submissions will be reviewed and scored by the following Sponsor judges (“Judges”), based upon the scoring criteria set forth below:

- Heaven Hill’s National Spirits Specialist and Portfolio Mixologist, Lynn House
- Heaven Hill’s East Coast Whiskey Ambassador Richard Fiorillo.

Scoring:

- “Flavor” - Balance, flavor, aroma, and character (up to 20 points)
- “Creativity” - Recipe creativity and written inspiration behind the concept (up to 15 points)
- “Cocktail Name” - Cocktail name (up to 5 points)
- “Presentation” - Appearance and presentation (up to 5 points)
- “Product Use” - Use of Elijah Craig Small Batch and or Elijah Craig Straight Rye in the recipe (up to 5 points)

IN THE EVENT OF A TIE BETWEEN TWO OR MORE SUBMISSIONS, THE SUBMISSION WITH THE HIGHEST SCORE FROM THE JUDGES IN THE “FLAVOR” CATEGORY SHALL BE DECLARED TO BE THE WINNER.

THE ODDS OF WINNING WILL DEPEND ON THE QUALITY AND NUMBER OF THE SUBMISSIONS SUBMITTED. THIS IS A CONTEST, NOT A GAME OF CHANCE.

By entering the Contest and submitting a submission, contestants agree and consent to be bound by these Official Rules and the decisions of the judges and Sponsor, which shall be final, and to waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to modify, amend, or otherwise change these Official Rules in its sole and absolute discretion without further obligation or advance notice to the contestants.

Any submissions attempted through the use of agencies, or robotic, repetitive, automatic, programmed or similar methods will be void. Any attempt by a person to use multiple email accounts or identities to gain more submissions than permitted by these Official Rules shall result in disqualification at the sole discretion of the Sponsor. In the event of a dispute regarding the identity of the person submitting a submission, the submission will be deemed to be submitted by the "authorized account holder" associated with the email address at the time of submission, which must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned an email address by the service provider or other organization that's responsible for assigning email addresses. Potential winners may be required to provide evidence (to the Sponsor's satisfaction) that they are the authorized account holder of the email address associated with a winning submission. In the event a dispute regarding the identity of the person who actually submitted an entry cannot be resolved to the Sponsor's satisfaction, the affected submission will be deemed ineligible. Submissions and other submitted material become the sole property of Sponsor and will not be acknowledged or returned.

INTELLECTUAL PROPERTY

By submitting a submission, an entrant agrees all intellectual property rights to the submission will become the sole and exclusive property of Sponsor immediately upon submission by the entrant. As a condition of submission, entrant further agrees that Sponsor shall have the right to use, copy, modify and make available the submission in connection with the operation, conduct, administration, and advertising and promotion of the Contest via communication to the public, including, but not limited to the right to make copies, screenshots, derivative works, animations, photographs, drawings or other depictions, and/or video clips publicly available for promotional and publicity purposes. Furthermore, by participating in the Contest and/or accepting the Prize each entrant grants (and agrees to confirm that grant in writing) to Sponsor and/or Sponsor's designees the perpetual, worldwide, irrevocable, royalty-free right to use his/her name, biographical information, photos and/or likeness, and statements, as well as the cocktail name, cocktail recipe, and/or a photograph or other image or depiction of the cocktail, for any and all promotion, trade, marketing, commercial, non-commercial, advertising, and/or publicity purposes, at any time or times, in all media now known or hereafter discovered without notice, review or approval and without compensation or any kind to entrant, except where otherwise prohibited by law.

WINNER SELECTION AND CONDITIONS OF PARTICIPATION:

The panel of two (2) judges will review the submissions and select the Grand Prize Winner (“Winner”).

Prizes are not transferable. Taxes on a Prize are the sole responsibility of the Winner. No Prize substitutions or cash redemptions allowed, except by Sponsor, who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable or otherwise in its sole discretion. Sponsor shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. Submission into this Contest constitutes entrant’s agreement to be bound by the terms of these Official Rules and by the decisions of the judges and of the Sponsor, which are final and binding on all matters pertaining to this Contest.

Judges’ decisions with respect to the Winner and other matters pertaining to the Contest shall be final. Selected Winner will be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within 72 hours following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate Winner based upon the next highest scored submission. In the event that any Prize notification message is returned as undeliverable or if no response to the prize notification message is received within the time period stated or if the potential Winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Sponsor’s sole and absolute discretion, be forfeited and awarded to the alternate potential Winner whose submission achieved the next highest overall score in the judging criteria as determined by the Judges in their sole discretion. If the confirmed Winner forfeits the Prize for any reason after confirmation, no alternate Winner will be selected. In no event will more than one Prize be awarded.

The selected Winner may be subject to a background check before the prize is awarded. Sponsor reserves the right to disqualify a selected Winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor or violate any applicable laws and regulations. By accepting the Prize, the Winner agrees to allow Sponsor the right to use his/her name, photo and likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review or approval and without additional compensation except where prohibited by law.

Sponsor reserves the right to disqualify any Winner and rescind any prize for any violation of these Official Rules or as required by state or federal law, rule, regulation, or other directive. Sponsor also reserves the right to disqualify any Winner, rescind or revoke any prize, and/or choose a different Winner should any Winner fail to live up to the Winner’s obligations as set forth in these Official Rules that are a condition to entering the Contest or winning a Prize. Selected Winner will be notified by email, phone, text message, and/or verbally in person (if at a live event) in Sponsor’s sole discretion and may be asked to provide necessary information (including without limitation) as first and last name, email address, mailing address, and/or phone number) to Sponsor. Sponsor shall bear no liability or responsibility of payment to any Winner for whom such Prize has been revoked as set forth herein.

PRIZE:

Winner shall be eligible to win the following prize (individually and collectively a “Prize” or “Prizes”):

Grand Prize (“Prize”):

- \$5,000 cash prize to be paid to the Winner by check or wire transfer, at Sponsor’s discretion.
- The Winner will also have their Old Fashioned recipe featured and credited in Sponsor’s first edition Old Fashioned recipe book alongside some of the industry’s biggest names. The book will be published, for release in OFW 2024.
- Cocktail recipe book will be publicly available by next Old Fashioned Week (“OFW”) (Fall 2024), but will be used by sales or in a direct mailer earlier in the year (June).

Approximate Retail Value (“ARV”) of the Prize is **\$5,000**.

WINNER WILL RECEIVE AN INTERNAL REVENUE SERVICE FORM 1099 FOR THE ARV OF THE PRIZE FOR THE TAX YEAR IN WHICH THE PRIZE WAS AWARDED AND AGREE TO FULLY COOPERATE WITH SPONSOR AND ITS REPRESENTATIVES AS TO ITS COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REPORTING REQUIREMENTS, INCLUDING BY PROVIDING UPON REQUEST HIS/HER SOCIAL SECURITY NUMBER VIA INTERNAL REVENUE SERVICE FORM W9.

RELEASE:

By submitting a submission, contestants acknowledge that Sponsor and its representatives assume no liability for the use, publication, and/or broadcast of the submission submitted, and contestants agree to indemnify, defend and hold Sponsor and/or their representatives harmless from any trademark, copyright infringement, intellectual property, personal privacy or right of publicity claims, or other proceedings arising therefrom.

Accordingly, by participating in the Contest, contestants agree to release Sponsor, Southern Smoke Foundation, participating vendors (if any) and each of their respective parent companies, subsidiaries, affiliates, related companies and advertising, promotion and public relations agencies, and each of their respective officers, directors, employees and agents (“Released Parties”) from any and all liability, loss or damage of any kind arising directly or indirectly out of or in connection with their participation in this Contest or with respect to awarding, receipt, possession, use and/or misuse of any Prize. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of a Prize. An entrant may be prohibited from participating in this Contest if, in Sponsor’s sole and absolute discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoyances, abuses, threatens or harasses any other contestants, Released Parties, or associated agencies or entities.

DISPUTES:

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Kentucky. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law or conflict of law rules (whether of the Commonwealth of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Kentucky.

WARRANTY AND INDEMNITY:

Each entrant represents and warrants that at the time of submission, their submission is original, that they are the sole and exclusive owner and right holder of the of the content submitted, or that they otherwise possess all rights, licenses, and/or permits necessary to submit the submission, and any content contained therein, in the Contest. Each entrant further represents and warrants that their submission does not (1) infringe any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) include any personally identifiable information of any person other than entrant; or (3) otherwise violate any applicable law. To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified the Released Parties at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Released Parties may become liable by reason of or related or incidental to any act, default or omission by an entrant under these Official Rules including without limitation resulting from or in relation to any breach, non-observance, act or omission, whether negligent or otherwise, of these Official Rules by an entrant.

ELIMINATION:

Any false information provided within the context of the Contest by any entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate elimination of the entrant from the Contest. Sponsor further reserves the right to disqualify any submission that it believes in its sole and absolute discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.

WAIVER:

Contestants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased.

LIMIT OF LIABILITY:

Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive submissions or other information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, war, strike, natural disaster, state of emergency or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select Winners from eligible submissions received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the submission process or the operation of the Contest or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

SEVERABILITY

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

WINNERS' LIST:

For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by Monday January 29, 2024 (at least 90 days after the Contest end date) to Heaven Hill Sales Co., P.O. Box 563, Bardstown, KY 40004, Attention: A NEW ERA OF THE OLD FASHIONED COCKTAIL CONTEST presented by Elijah Craig, Winner's List Request.

Contestants will be automatically opted-in to receive messages from Sponsor (contestants may unsubscribe from the list at any time.)

Elijah Craig is a registered trademark of Heaven Hill Distilleries, Inc.

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